NATIONAL LABOR RELATIONS BOARD

Region 18 Hot Dish

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INSIDE THIS ISSUE:

HOT DISH CO-EDITORS:

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Who's the Boss? Officer-in-Charge, Benjamin Mandelman

by Tabitha Boerschinger, Field Attorney

In August 2013, Region 18 (Minneapolis and Des Moines) merged with Region 30 (Milwaukee). Beginning with this issue of the Hot Dish, we incorporate "What's Brewing in Milwaukee," and include articles and updates from all three offices. We begin with an introduction of Subregion 30's Officer-in-Charge, Benjamin Mandelman.

Tell us a little bit about yourself.

I am a life-long Milwaukee resident and have spent my entire career with the NLRB.

You've been with the Agency a long time – why have you stayed?

It's truly the best labor law job anyone could ever have. I litigated cases for over 30 years and was involved in some of the most interesting labor law issues anyone could have. I've always liked the job because we really work hard at trying to secure the right answers – even if the parties disagree with the outcome.

There have been many changes in Subregion 30 over the past year. What's happened?

There's been an incredible amount of change here in the Milwaukee office. First, Regional Director Irving Gottschalk retired in April 2013. Then, in July 2013, we moved our offices from the 7th floor of the building to the 4th floor. That may not sound like a big move but we'd been in the space on the 7th floor for many years. Finally, in August 2013, the Milwaukee Regional office became a Subregion of Region 18 – Minneapolis.

Why did Milwaukee become a subregion?

The merger took place as a result of a reduced case intake, which is occurring nation-wide, and a desire to achieve more efficiencies. Similar mergers have taken place among several other regions to provide for more efficient management.

What does the merger mean for practitioners?

From a practitioner and customer viewpoint, there will be almost no change in case handling. There will

(Continued on page 3)

Solomon's Term as Acting General Counsel Comes to a Close

by Andrew Martin, NLRB Librarian

When Lafe Solomon agreed to serve as Acting General Counsel, he thought it would be for three months. Three years and four months later, Solomon's exciting tenure finally came to an end. It was by far and away the longest time anyone has served as Acting GC, a dubious distinction at best.

Solomon was quick to say that his best memory of his tenure is of the commitment of the agency employees to the mission of the NLRB at a time when that mission has been uniquely tested. "The entire Agency has shown fortitude and resolve," he said.

Solomon worked on the Board side of the Agency for decades, where everything depended on building collective consensus. It was a change for him coming to the GC side, where more flowed from the will of a single person. "It was a shock at my first Appeals agenda meeting." he said, "When I told them 'This is what I want to do,' everyone said 'OK' and just got up to start doing it."

Solomon was the first General Counsel to be subpoenaed by Congress since 1940. He is the first ever to be called to testify at an out-of-town hearing. "Both were remarkable experiences," he said, "but whatever doesn't kill you..."

"I used to get nervous before speaking in public," he said. "But ever since the hearing in Charleston, I've been able to get up in front of any group you can imagine with complete confidence."

Solomon's proudest accomplishments are the backpay and reinstatements that the Agency won for discharged workers on his watch under the 10(j) "nip in the bud" initiative, which outlined new procedures and time lines for 10(j) injunctions. Almost 500 people got their jobs back, and were awarded over five and a half million dollars in backpay.

"The hard work is done in the Regions," he says. "Those successes would not have happened without all the people working in the field, and it certainly made a huge difference in the lives of the people affected by it."

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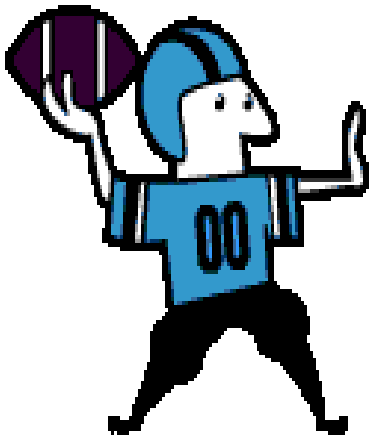
Northwestern Football: Students or Employees?

by Bryan Dooley, Legal Intern



In a decision issued March 26, 2014, NLRB Region 13 Director Peter Ohr found that students receiving scholarships to play on Northwestern University's men's football team are employees under the National Labor Relations Act, with the right to organize and bargain collectively. If the decision survives appeal, it could open the door to collective-bargaining rights for student-athletes at private universities across the nation.

In its opposition to recognition of the athletes as employees, Northwestern University relied primarily on *Brown University*, 342 NLRB 483 (2004), arguing that the student-athletes' situation is similar to that of the graduate students found not to be statutory employees in that case. Ohr disagreed, finding that the scholarship players were employees under the common-law definition of that term, and, unlike the student-teachers in *Brown University*, were not "primarily students." Ohr found that, because they were not compensated for their athletic activities, "walk-on" members of the Northwestern's football team are not employees under the Act; if at any point a walk-on player is granted a scholarship for athletics, however, he would become an employee and an appropriate member of the bargaining unit.

Of the 112 players on the team, 85 receive grant-in-aid scholarships to cover academic costs and living expenses, generally totaling about $61,000 per year. Since a change to NCAA rules allowing multi-year scholarships took effect in 2012, the university has offered recruits four-year (or, in some cases, five-year) scholarships. The scholarship offers and other terms are contained in a "tender" presented to potential recruits, which Ohr found effectively serves as an employment contract. The awards may not be reduced based on athletic ability or injury, but can be terminated under certain circumstances, generally involving criminal or other misconduct, but also for leaving the team or violating team rules. In the last five years, two players' scholarships have been cancelled, one for shooting a BB gun inside a dormitory, and one for a second violation of the university's drug and alcohol policy.

In finding that the scholarship players satisfy the common-law definition of "employee"—"a person who performs services for another under a contract of hire, subject to the other's control or right of control, and in return for payment"—Ohr examined the extensive supervision the university exercises over its players. Players must obtain approval before accepting outside employment or entering into a lease agreement for off-campus housing, for example. They are prohibited from swearing in public, and are required to accept coaches' social media requests so that their online activity may be monitored. They are required to submit to drug testing and agree to a number of other policies regulating their conduct. The coaches also exercise close control over players' day-to-day schedules, issuing daily itineraries which include things such as meal times, training, and mandatory meetings. Ohr found that during the first week of August training camp, players' activities could be scheduled from 6:30 a.m. to 8 p.m.

(Continued on page 5)

Outreach: Want A Speaker For Your Organization?

The NLRB is continuing its efforts to reach community groups with information about the Agency. Regional staff members are available to speak to organizations, large and small, at your request. We regularly provide speakers to make presentations to colleges, high schools, technical schools, labor unions, employer associations, staff of legal services or other civil rights agencies, or any group with a particular interest in the nation's labor laws.

We have given presentations on introductory and general information such as the history of the Agency and the National Labor Relations Act, how to file charges and petitions with the Agency, and how the Agency investigates cases. The Region has also given more in-depth presentations on specific issues such as succesorship, the duty of fair representation, *Beck* Rights, protected concerted activity in a non-union workplace, etc.

For Region 18 inquiries, please contact the Region's Outreach Coordinator, Chinyere Ohaeri at 612-348-1766 or via email at Chinyere.Ohaeri@nlrb.gov to make arrangements for a speaker.

For Subregion 30 inquiries, please contact the Subregion's Outreach Coordinator, Percy Courseault at 414-297-3877 or via email at Percy.Courseault@nlrb.gov to make arrangements for a speaker.

Last year we addressed several groups throughout the Region and this year we plan to address many more.

Subregion 30 Prevails in Subpoena Enforcement Action

by Renee Medved, Field Attorney

On January 24, 2014, U.S. District Court Judge Rudolph Randa granted the Board's application for enforcement and ordered respondents to comply with the Board's investigative subpoenas. *NLRB v. Marano,* 13-MC-58, 2014 WL 297306 (E.D. Wis. Jan 24, 2014). The application for enforcement arose during the investigation of Charge 30-CA-105150, which was filed by the Milwaukee Workers Organizing Committee against Cermak Fresh Markets. The charge alleged that Cermak engaged in surveillance of employees' protected concerted activity and discharged employees in retaliation for their protected concerted activity. Cermak refused to provide additional information and documents relevant to the investigation of the charge. As a result, the Region issued subpoenas duces tecum to two Cermak managers. Cermak filed Petitions to Revoke the subpoenas with the Board.

On October 23, 2013, after Cermak refused to produce the subpoenaed evidence, the Board denied Cermak's Petitions to Revoke, finding that the subpoenas sought information relevant to the matters under investigation and described with sufficient particularity the evidence sought, as required by Section 11(1) of the Act and Section 102.31(b) of the Board's Rules and Regulations. However, Cermak continued to refuse to comply with the subpoenas.

Field Attorney Andrew Gollin, above, successfully sought enforcement of the investigative subpoena on behalf of the Board in the Eastern District of Wisconsin District Court.

On November 26, 2013, Sub-Region 30 Field Attorney Andrew Gollin sought enforcement of the subpoenas on behalf of the Board with the Eastern District of Wisconsin District Court. Section 11 of the Act provides that "any district court of the United States…within the jurisdiction of which the inquiry is carried on…upon application by the Board shall have the jurisdiction to issue to such person an order requiring such person to appear before the Board…to give testimony touching the matter under investigation or in question…" Cermak continued to object to the enforcement of the subpoenas during the District Court proceedings.

In his decision enforcing the subpoena, District Court Judge Rudolph Randa found that such proceedings are "intended to be summary in nature" and that the Board's subpoenas should be enforced "if the information sought is relevant to its investigation and is described with sufficient particularity." (citations omitted). The decision also distinguished the relevancy standard in subpoena enforcement proceedings, which is much broader in scope, from the evidentiary concept of relevance. For subpoena enforcement purposes, "the term 'relevant' is 'generously construed' to afford [the agency] access to virtually any material that might cast light on the allegations against the employer." *EEOC v. Fed. Exp. Corp.,* 558 F.3d 842, 854 (9th Cir. 2009).

The Judge also noted that the burden in subpoena enforcement proceedings is on the party to whom the subpoena is addressed and that to meet its burden the party must "come forward with facts suggesting that the subpoena is intended solely to serve purposes outside of the jurisdiction of the issuing agency." *NLRB v. Interstate Dress Carriers,* 610 F.2d 99, 112 (3d Cir. 1979). The Judge found that Cermak did not meet its burden in this matter, finding that information concerning comparable employees not named in the charge to be evidence that is "plainly relevant" to the Board's investigation of discrimination. Additionally, the Judge noted that the Board does not have to take the employer's denials at face value, but has a duty and obligation to gather evidence to test assertions made by the employer. The Judge also rejected Cermak's argument that the Board refused to provide evidence of a *prima facie* case prior to requiring compliance, finding that "the Board's refusal, or alleged refusal, to share some or all of its evidence with Cermak is not a relevant factor for the Court's consideration." Cermak complied with the subpoena resulting in a thorough and complete investigation. The charge was ultimately withdrawn by Charging Party.

Interview with Benjamin Mandelman, continued from page 1

be the same attentiveness to case processing and the same adherence to procedures and law. In terms of formal process, Subregion 30 will generally handle dismissal and deferral cases independently. Marlin Osthus, the Regional Director in Region 18, will participate in all unfair labor practice merit determinations and make the final decision with respect to representational case decisions.

The regional office and subregional office will assist each other in case processing based on intake and the respective workloads of each office. This means that practitioners may work with Board agents and managers that they've never seen before, like me. I'd like to assure the practitioners that typically work with Region 18 that Subregion 30 has a very experienced and talented staff. You won't discern any difference between the Region 18 staff and the Subregion 30 staff. Generally, when assisting each other in case handling, the offices will process cases that can be done remotely through the use of telephone, email and, where appropriate, video conference. In more limited circumstances, the practitioners may have the opportunity to meet a Board agent from the other office.

To speak with me, you may call my direct line which is (414) 297-3881.

What developments do you see ahead for the NLRB?

I believe that upcoming developments will include the potential for new R-case rules, which may have a significant impact on how representation cases are processed. I think that we will also see interesting developments in handbook cases. And I foresee that the General Counsel will have a continued interest in pursuing effective remedies in Section 10(j) cases.

Demystifying Compliance: The Critical Components

by Roger Czaia, Compliance Officer

Sometimes overlooked, compliance is key to effectuating the NLRA. Whether a case involves an Informal Settlement Agreement, Board or Court Order, if a Charged Party is not required to fully comply with the required remedy, the investigation and any litigation will have served no purpose. Increasing the effectiveness of the NLRA through various compliance initiatives has been a priority of former Acting General Counsel Lafe Solomon, as well as current General Counsel Richard Griffin, Jr. Explained below are some examples of recent compliance-related developments.

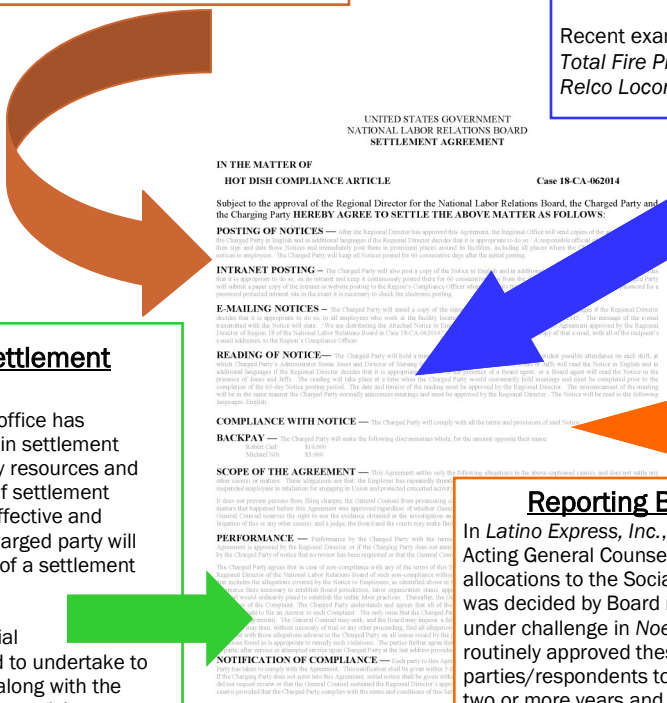
Electronic ULP Notice Posting

In *Picini Flooring*, 356 NLRB No. 9 (October 22, 2010), the Board amended notice posting language in its remedial notices to require electronic distribution by email, intranet, internet, or by any other electronic communication if a respondent customarily communicates with its employees or members by any of those means. In addition to including electronic posting in Board orders, Informal Settlement Agreements have been modified to include: "In addition to physical posting of paper notices, notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, or other electronic means, if the Respondent customarily communicates with its employees or members by such means."

Reading Notices to Employees/Members

Another Acting General Counsel initiative is requiring that Notices be read to assembled employees or, at the Respondent's option, that a Board agent read the Notice in the presence of a responsible management official. A reading ensures that the information set forth in the notice is disseminated to all employees, including those who may not review materials on employer bulletin boards. It also allows employees to have time to understand the import of the Notice, as opposed to hurriedly scanning the posting, under the scrutiny of others.

Recent examples of Region 18 cases requiring readings include *Total Fire Protection, Inc.*, 18-CA-095375 and *Relco Locomotives*, 359 NLRB No. 133 (2013).



UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
SETTLEMENT AGREEMENT

IN THE MATTER OF
HOT DISH COMPLIANCE ARTICLE Case 18-CA-062014

Subject to the approval of the Regional Director for the National Labor Relations Board, the Charged Party and the Charging Party HEREBY AGREE TO SETTLE THE ABOVE MATTER AS FOLLOWS:

POSTING OF NOTICES —

INTRANET POSTING –

E-MAILING NOTICES –

READING OF NOTICE—

COMPLIANCE WITH NOTICE —

BACKPAY —

SCOPE OF THE AGREEMENT —

PERFORMANCE —

NOTIFICATION OF COMPLIANCE —

Default Language in Settlement Agreements

In recent years the General Counsel's office has expanded the use of default language in settlement agreements in an effort to save agency resources and avoid delays in the event of a breach of settlement agreements. Default language is an effective and appropriate means to ensure that a charged party will comply with the affirmative provisions of a settlement agreement.

Language detailing the specific remedial acts that the charged party is expected to undertake to comply is included in the agreements along with the default language. If necessary, default provisions are enforced in a summary proceeding by filing a motion for default judgment.

Reporting Backpay Earnings to Social Security

In *Latino Express, Inc.*, 359 NLRB No. 44 (2012), the Board adopted the Acting General Counsel's proposed remedy requiring the reporting of backpay allocations to the Social Security Administration (SSA). While *Latino Express* was decided by Board members whose authority to issue the decision is under challenge in *Noel Canning*, the current duly-constituted Board has routinely approved these new remedies. This remedy requires charged parties/respondents to file reports with SSA when a backpay period spans two or more years and to allocate backpay to the appropriate quarters when earnings would have been earned in order to ensure that discriminatees receive credit for earnings during appropriate quarters for purposes of social security benefits. A standard reporting form is part of the compliance package submitted to charged parties/respondents for completion when the Region initiates compliance in a case.

Compound Interest for Back Pay

In *Kentucky River Medical Center*, 356 NLRB No. 8 (October 22, 2010), the Board adopted a policy to compound interest on a daily basis for backpay awards, rather than the previous practice of using simple interest. Daily compounding leads to more fully compensating employees for interest and more precisely achieves the make-whole Board remedies order. Daily compounding also conforms to commercial practice, and is consistent with the Internal Revenue Code and the Back Pay Act.

Making Individuals Whole for Increased Tax Liability

Also required by *Latino Express* is a requirement that discriminatees be made whole for excess tax liability caused by backpay awards. When backpay covers more than one calendar year, it is nevertheless reportable in the year received, which results in additional income tax liability. In order to better make discriminatees whole, the Board decided that respondents should bear the cost of the additional tax liability. As with the requirement to report earnings to SSA, the current Board routinely includes this provision in its orders. Moreover, the Region includes this provision in settlement agreements in cases where backpay is owed for more than one calendar year.

Northwestern Football, *continued from page 2*

During the rest of the month-long camp, players devote between 50 and 60 hours to football-related activity each week, and during the remainder of the season players are expected to spend between 40 and 50 hours per week on such activity. During the spring and summer, players generally devote between 20 and 25 hours to athletics. Ohr found that students spent substantially less time, approximately 20 hours per week, attending classes.

Ohr found that it was clear that Northwestern recruits scholarship players for their athletic talents, not their academic abilities. Players are required to maintain a minimum GPA (ranging, based on year, from 1.8 to 2.0, although the players' average cumulative GPA is 3.024) and to meet thresholds of progress toward obtaining a degree. One quarterback, who hoped to attend medical school, testified that coaches dissuaded him from taking a chemistry course required for his pre-med major because it conflicted with morning practice. He also testified that scholarship players are not permitted to leave practice to attend classes that conflict with training, although the university denied this.

In rejecting Northwestern's reliance on *Brown University*, Ohr stated that the decision simply does not apply in this case, due to the lack of a clear relationship between the students' athletics and their academic pursuits, but found that the outcome would be the same utilizing the four factors examined in *Brown*: "(1) the status of graduate assistants as students; (2) the role of the graduate student assistantships in graduate education; (3) the graduate student assistants' relationship with the faculty; and (4) the financial support they receive to attend Brown University."

Ohr first pointed to the Board's finding in *Brown University* that the graduate assistants "spend only a limited number of hours performing their [work] duties, and it is beyond dispute that their principal time commitment at Brown is focused on obtaining a degree and, thus, being a student." The athletes, he found, spend considerably more time engaged in athletic activity than they do studying or attending class. Next, the scholarship players receive no academic credit for their athletic activities, and the players are supervised by coaches who are not members of the academic faculty. Finally, Ohr found that the compensation players receive is not financial aid. In *Brown University*, the Board determined that the assistant teachers received the same financial aid as graduate fellows who were not required to teach, and that the graduate assistants' aid was not tied to the quality of their work. Ohr found that the Northwestern scholarship players are the only students to receive such scholarships. Further, he noted that the financial aid awarded to most Northwestern students, including the walk-on members of the football team, is not conditioned on any specific service to the university. A scholarship player's decision to withdraw from the team, on the other hand, can result in immediate cancellation of his scholarship. Ohr found the facts sufficient to support a conclusion that the funds paid to scholarship players are compensation for specific services, rather than financial aid.

Pursuant to Ohr's order, scholarship athletes cast ballots in a representation election on April 25. The ballots have been impounded pending review, which the Board granted April 24. Interested parties are expected to file briefs in the coming weeks. Ohr's determination is clearly rooted in the specific facts of the relationship between Northwestern University and its scholarship athletes. However the appeal is decided, it will be interesting to see whether the Board applies the *Brown University* factors or articulates some new test to determine whether student-athletes are employees under the Act. If the decision is upheld, it will also be interesting to see whether private universities attempt to modify their relationships with scholarship athletes to avoid their classification as employees.

Reflections by Acting General Counsel Solomon, continued from page 1

Solomon also said that he was surprised by the interest in the social media cases that were filed in the regions while he was Acting General Counsel. When the New York Times picked up the story of Region 34's complaint against American Medical Response, in which an employee was fired for posting negative comments about her supervisor on Facebook, Solomon was interviewed by FOX News, NPR, MSNBC, and many local radio stations.

Public interest in the social media cases hasn't flagged. "It's a huge issue," he said. "I made sure that all of those cases came before me so that I could decide them personally, which is a different approach than that of previous GCs. "The whole social media issue has been fascinating," he added. "It allows anyone who gets up at conferences and speaks on behalf of the NLRB to explain what protected concerted activity is."

"I never knew what was going to be on my desk from day to day," said Solomon. "Much of what we did was not what we set out to do.

Initiatives arose from cases that came across my desk. For example, the way we changed frontpay and backpay calculations and provided for frontpay came in response to specific cases."

When asked about the infamous Boeing case, Solomon sighed and gave a wry chuckle. "I always knew it was going to be significant," he said, "but I couldn't have predicted the political outcry. The conservative messaging was continuous and well-orchestrated, and it put us at a disadvantage because we didn't want to litigate the case in the public eye. The outcome, however, was a win-win. Boeing and the Machinists came to a settlement that benefited everyone, and now they have a good relationship. Even knowing what we were in for, I would do the same thing today."

Article originally printed in the December 2013 All Aboard

In the next issue of Hot Dish, look for an article introducing the NLRB's new General Counsel, Richard Griffin, Jr.

Discussing Wages: The Paycheck Fairness Act and the NLRA

by Jessica Gibson, Field Examiner

On April 8, 2014, President Obama signed an executive order that, among other things, prohibited federal contractors from retaliating against their employees for discussing wages with each other or others. The next day, the U.S. Senate introduced the Paycheck Fairness Act for consideration for the third time. The Paycheck Fairness Act parallels in many ways the executive order signed by President Obama. Essentially, it seeks to amend the Fair Labor Standards Act and the Civil Rights Act of 1964 in ways that would seek to close the wage disparity gap between men and women in the workforce.

Many news media outlets reporting on the bill and executive order have highlighted the provisions in each which provide for the protection from retaliation for those employees who have inquired about, discussed, or disclosed their own wages or the wages of other employees. What has generally not been reported by the major news outlets is that the National Labor Relations Act (NLRA) already provides protection from retaliation for employees who discuss not only wages, but also hours and other working conditions with others.

Section 7 of the NLRA provides that "Employees shall have the right to... to engage in other concerted activities for the purpose of... mutual aid or protection." The Board has long held that employees who discuss their wages with others are engaged in protected concerted activities and are protected from retaliation by their employers. See *Jeannette Corp.*, 217 NLRB 653, 657 (1975) for a detailed analysis about why discussions about wages between employees is considered protected concerted activity.

Whatever the outcome of the Paycheck Fairness Act, the NLRA will continue to provide employees protection from retaliation for discussing wages, hours, or working conditions with others.

So, if employees are already protected by the National Labor Relations Act when discussing their wages, why would it be necessary to include this non-retaliation language in the Paycheck Fairness Act and the new executive order? There are a few possible reasons.

First, the NLRA excludes certain employees, like supervisors and managers, from its protection, who would receive protection from retaliation for discussing wages under the executive order and the Paycheck Fairness Act. Second, under the NLRA, if an employee feels that he/she has been retaliated against for speaking about wages with others, the employee must pursue that allegation through a charge with the National Labor Relations Board. If the Paycheck Fairness Act were to become law, employees could also pursue an allegation of retaliation for discussing wages in federal court; under the new executive order, federal contractors could lose their federal contracts if they violate the executive order. Third, some argue that most employers and employees are unaware the NLRA's protection of employees discussing wages and the recent publicity surrounding the Paycheck Fairness Act and the new executive order may bring about more compliance with the law.

Whatever the outcome of the Paycheck Fairness Act, the NLRA will continue to provide employees protection from retaliation for discussing wages, hours, or working conditions with others. In the fall of 2013, the Milwaukee NLRB office conducted a training for a group of building trade union officers on the issue of protected concerted activities, including the discussion of wages among employees. If you would be interested in this type of training, please see page 2 of this newsletter for additional information on outreach activities.

Each day, an agent is responsible for serving as the Region's Information Officer (I.O.). In this series, we share particularly interesting and informative I.O. questions and answers.

Dear Abby…

I work for a company that was recently sold, but all of my coworkers and I were kept on. Before the sale we had a union election. The union lost. Is there still a 12-month election bar before we can have another election?

You're right, normally after an election there is a 12-month election bar, regardless of which party wins. In this case, though, when there is a successor employer, there is a fact specific inquiry in order to determine if the election bar still applies. If the bargaining unit for the new election is the same unit as the old unit (the unit petitioned for the last election) or any subdivision of the old unit then there would still be an election bar because Section 9(c)(3) of the Act refers to a bar for an election involving that bargaining unit and not that specific employer. However, if the new unit involves more classifications than the previous election, then the 12-month election bar may not apply.

DID YOU KNOW?

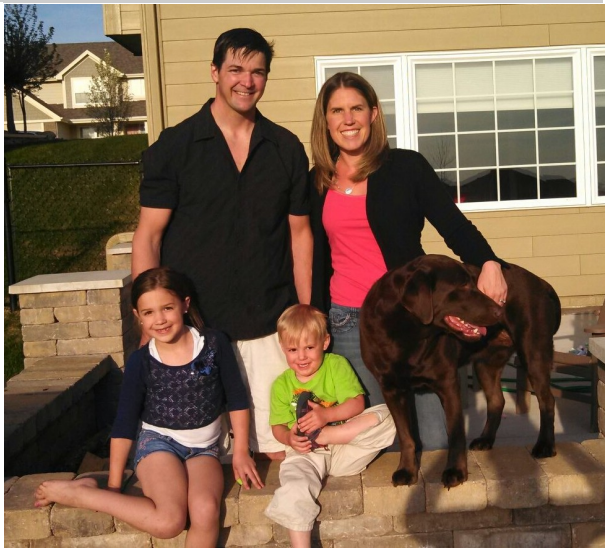
Every day there is someone here to answer your questions.

The **information officer** is responsible for incoming phone calls and visitors. We rotate the responsibility daily, and make an effort to answer all inquiries before the close of business.

The **information officer** cannot offer legal advice, but can provide information about NLRB procedures and the NLRA, refer you to the appropriate government agencies, and log questions for future reference.

Congratulations are in Order!

Jennifer Hadsall named Assistant Regional Director



In April 2014, Des Moines Resident Officer Jennifer Hadsall was appointed Assistant Regional Director in Region 18. A Minneapolis native, Jennifer graduated summa cum laude with an undergraduate degree in Psychology from the University of Minnesota, and earned a Master's degree in Human Resources and Industrial Relations from the Carlson School of Management at the University of Minnesota. She began her career with the NLRB in 2003 as a Field Examiner in Region 18, and in 2010, she relocated to Des Moines after her promotion to Resident Officer.

Jennifer met her husband, Ryan, while interning for the NLRB in Des Moines, and they married in Minneapolis in 2005. Their two children: Leah and Kyle, will turn 7 and 3 this summer. When they aren't running around trying to keep up with their daily routine of work, school, sports, and homework, the family enjoys getting outside for activities such as camping, fishing, hiking, skiing (water and snow) and biking. Jennifer and Ryan have been known to take on large home projects, including remodeling an entire house, finishing a basement, and building large patios and gardens.... though Jennifer admits that her role is more visionary, while Ryan's is to contribute the talent and labor. In less busy times, Jennifer enjoys reading and painting.

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VISIT US ON THE WEB

NLRB AGENCY WEBSITE

REGION 18 WEBSITE

Olga Bestilny Recognized for Outstanding Work

Since 1952, the International Association of Administrative Professionals (IAAP) has honored administrative office workers by sponsoring what was originally known as Professional Secretaries Week and Professional Secretaries Day. In the year 2000, in efforts to keep pace with changing job titles and expanding responsibilities of today's administrative workforce, IAAP changed the name of the honorary week from Professional Secretaries Week and Professional Secretaries Day to Administrative Professionals Week and Administrative Professionals Day.

Each year, the NLRB recognizes six support staff employees, including four from the Field Offices, whose significant contributions to the Agency have been outstanding or highly exceptional either within or outside of their normal job responsibilities. This year's theme was "Honoring the Excellence in You" and Region 18's Olga Bestilny was selected to be honored.

Outside of work, Olga enjoys hiking, biking, traveling, writing, photography, architecture, art festivals, expensive coffee drinks, taking intriguing courses, and providing advice whether asked for it or not...but not necessarily in that order. Pleased to work for an Agency that historically stands for workers' rights, she enjoys her co-workers immensely. Olga is truly appreciative of being selected for this honor, but notes that in a fair universe, it would be properly dispersed to all multi-functioning support staff in the Agency.